

EXHIBIT A

2.05 Swing Line Loans.

(a) *The Swing Line.* Subject to the terms and conditions set forth herein, the Swing Line Lender agrees to make loans (each such loan, a "**Swing Line Loan**") in Dollars, to the Borrower from time to time on any Business Day during the period from the Closing Date to the Revolving Credit Maturity Date in an aggregate amount not to exceed the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the aggregate Outstanding Amount of Revolving Loans and the Swing Line Lender's Pro Rata Revolving Share (in its capacity as a Revolving Lender) of L/C Obligations and the Swing Line Lender's Pro Rata Revolving Share (in its capacity as a Revolving Lender) of an amount equal to 105% of the aggregate Outstanding Amount of all Foreign Currency Loans may exceed the amount of such Swing Line Lender's Revolving Credit Commitment; *provided, however*, that after giving effect to any Swing Line Loan, (i) the aggregate Outstanding Amount of all Revolving Loans, Swing Line Loans, and L/C Obligations, *plus* an amount equal to 105% of the aggregate Outstanding Amount of all Foreign Currency Loans shall not exceed the Aggregate Revolving Credit Commitments, and (ii) the aggregate Outstanding Amount of the Revolving Loans of any Revolving Lender other than the Swing Line Lender, *plus* such Revolving Lender's Pro Rata Revolving Share of an amount equal to 105% of the Outstanding Amount of all L/C Obligations, *plus* such Revolving Lender's Pro Rata Revolving Share of the Outstanding Amount of all Swing Line Loans, *plus* such Revolving Lender's Pro Rata Revolving Share of the Outstanding Amount of all Foreign Currency Loans, shall not exceed such Revolving Lender's Revolving Credit Commitment. Within the foregoing limits, and subject to the other terms and conditions hereof, the Borrower may borrow Swing Line Loans under this *Section 2.05*, prepay Swing Line Loans under *Section 2.06 (Prepayments)*, and reborrow Swing Line Loans under this *Section 2.05*. Each Swing Line Loan shall be a Base Rate Loan. Immediately upon the making of a Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Lender's Pro Rata Revolving Share times the amount of the Swing Line Loan; *provided, however*, that such Revolving Lender shall not be required to fund such risk participation except as provided in *clause (c)(iii)* below.

(b) *Borrowing Procedures.* Each Swing Line Borrowing shall be made upon the Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by telephone. Each such notice must be received by the Swing Line Lender and the Administrative Agent not later than 2:30 p.m., New York time on the requested Borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of \$300,000 and integral multiples of \$100,000 in excess thereof, and (ii) the requested Borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed by 4:30 p.m., New York time, on the same day such telephonic notice is given, by delivery to the Swing Line Lender and the Administrative Agent of a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Officer. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent (by telephone or in writing) of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Revolving Lender) prior to (x) 1:00 p.m., New York time, in the case of Swing Line Loans to reimburse an L/C Issuer in respect of drawings under Letters of Credit, or (y) 4:30 p.m., New York time, in all other cases, on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the proviso to the first sentence of *Section 2.05(a) (The Swing Line)*, or (B) that one or more of the applicable conditions specified in *Section 4.02 (Conditions Precedent to Each Credit Extension)* is not then satisfied, then, subject to the terms and conditions

hereof, the Swing Line Lender will, not later than (x) 3:00 p.m., New York time, in the case of Swing Line Loans to reimburse an L/C Issuer in respect of drawings under Letters of Credit, or (y) 5:00 p.m., New York time, in all other cases, on the Borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the Borrower by wire transfer of such funds, in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower